

**INVITATION FOR BID  
METRAPARK  
COLD STORAGE BUILDING**

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids from interested parties for the construction of a Post Frame Building for MetraPark Cold Storage located at 308 6<sup>th</sup> Avenue North, Billings, MT; this includes the cost of all materials, permits, labor and equipment necessary to complete the project.

All proposals must be labeled "METRAPARK COLD STORAGE BUILDING" and mailed with 3 copies (1 original and 2 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the 3<sup>rd</sup> floor of the Stillwater Building, 316 North 26<sup>th</sup> Street, Billings, MT 59101. Bids must be received no later than 5:00 p.m. January 11<sup>th</sup>, 2021. All bids received by this time and date will be opened and acknowledged at 9:30 a.m. January 12<sup>th</sup>, 2021 in the Commissioners Board Room, Room 3108, located on the 3<sup>rd</sup> floor of the Stillwater Building, 316 North 26<sup>th</sup> Street, Billings, MT 59101. Bids received after the aforementioned time and date will not be considered.

All bids must include a Bid Security in an amount equal to ten percent (10%) of the total bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

The successful bidder will be required to provide the County with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project. The selected Contractor will also be required to provide a copy of their commercial liability insurance certificate and workers compensation coverage prior to beginning the project.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Building Construction 2020/2021. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana web-site. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

- (4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the CONTRACTOR subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

### **COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

### **Dark Money Spending Disclosure Requirements**

Contracting Entity shall comply with the State of Montana [Executive Order No.15-2018](#) Requiring the disclosure of dark money spending.

### **Equal Pay for Montana Women**

Contracting Entity shall comply with [Executive Order No. 12-2016](#) promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

- (a) Posting salary ranges in the employment listings;
- (b) Certifying that the contractor will not ask about wage history in employee interviews; and
- (c) Certifying that the contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace.

## **INSURANCE REQUIREMENTS**

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board of County Commissioners will award the contract resulting from this Invitation to Bid to the lowest and best responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Information and questions related to the Scope of Work or specifications should be addressed to Jeff Seward – [jseward@co.yellowstone.mt.gov](mailto:jseward@co.yellowstone.mt.gov).

All questions regard the bid procedure should be direct to James Matteson – [jmatteson@co.yellowstone.mt.gov](mailto:jmatteson@co.yellowstone.mt.gov).

Done by order of the Board of County Commissioners, Yellowstone County, Montana  
this 8<sup>th</sup> Day of December 2020.

Board of County Commissioners  
Yellowstone County, Montana

---

Denis Pitman  
Chair

Attest:

---

Jeff Martin  
Clerk and Recorder

## **INVITATION FOR BID METRAPARK COLD STORAGE BUILDING**

### **SCOPE OF WORK**

- a. All design, prime and general contractor responsibilities, permitting, maintaining budgets, schedules and reporting on a regular basis.
- b. Quality of design, construction and execution is paramount
- c. Single story building of Metal or Post/Pole Purlin & Girt construction with metal exterior.
- d. 10,000 sq ft building footprint 100 ft x 100 ft – Interior load bearing posts acceptable
- e. Minimum 18 ft Sidewalls
- f. Mezzanine levels on each side; 12 feet deep x 8 feet high minimum x 100 feet
  - 1. Engineered to support 175 psf load
  - 2. Minimum ¾" Tongue & Groove floor decking
  - 3. Minimum of one set of stairs each side
  - 4. Wood or Metal guard railing and three (3) sets of forklift load/unload gates each side
- g. Two (2) each 12 ft x 12 ft Roll Up Door (manual roll up/sectional panels )
- h. 2/12 Pitch Roof
- i. Out-swing walk through door(s) to meet codes & ADA compliance.
- j. No windows
- k. Electrical panel with Interior LED Lights – Power hook-up to be done by others
- l. Electrical outlets by code
- m. Exterior LED Security light sets on each corner of building and LED lights over roll-up and walk through doors.
- n. Minimum 6" reinforced concrete floor with #4 rebar on 2ft centers with monolithic edge and foundation insulation
- o. Minimum 14 ft x 14 ft - 6" Concrete approach with #4 rebar on 2ft centers for Overhead doors
- p. Concrete pad for walk-in doors
- q. Rain Gutters on Front & Back with Downspouts.

**BID PROPOSAL**

**Bid as per Scope of Work** \$ \_\_\_\_\_

Expected Start Date \_\_\_\_\_

Expected Completion Date \_\_\_\_\_

### **CHECK LIST**

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Enclosed a ten (10) percent bid security.
3. Made yourself familiar with any State laws that pertain to the bid
4. Asked and received any answers to any questions regarding the bid procedure, specifications, or general information.
5. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.